WARNING!
BID PACKAGES MUST BE RETURNED IN ITS ENTIRETY

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

INVITATION FOR BID
(IFB)

IFB FOR: VIDEO AND PRINTING EQUIPMENT

IFB NO. 2000000524

DATE ISSUED: February 23, 2015

DATE ADVERTISED: February 23, 2015 & March 2, 2015

PRE-BID CONFERENCE: March 3, 2015

SUBMITTAL DATE: March 12, 2015

ANTICIPATED CONTRACT START DATE: June 1, 2015

LAST DAY FOR QUESTIONS: March 5, 2015

BIDDER'S (FIRM) NAME: _____

Note: All bidders are required to submit a printed bid in its entirety and one copy of the entire bid on a CD or Flash Drive.

IFB 2000000524
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LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

Date: **February 23, 2015**

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BIDS (IFB) FOR:
VIDEO AND PRINTING EQUIPMENT

The Los Angeles Unified School District, Contract Administration, is seeking bids for **VIDEO AND PRINTING EQUIPMENT** as outlined in the attached. The resultant unit rate requirements contract, if awarded, will be for an initial 36 month period. The contract will be State and/or locally funded and is subject to fiscal year funding. District contract awards are made in accordance with authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all of the labor, materiels, and any other related items required for performance under the subject IFB. **An original and one copy of all bids must be submitted in sealed envelopes and delivered by hand or mail to the address below no later than 10:00 a.m. local time on** March 12, 2015**.** Bids received after that time will not be considered. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the Bid package by the date/time recorder at the Procurement Services Center Reception Desk. The IFB designation number 2000000524 must be inscribed upon the face of the submission package. Bids will be opened (and publicly read **upon request**) after 10:00 A.M. on **March 12, 2015** at the District's Procurement Services Center office located below. Bidder, their representative and/or other interested persons may be present at the Bid Opening.

Los Angeles Unified School District
Procurement Services Center
Main Lobby/Reception Desk
8525 Rex Road
Pico Rivera, CA 90660

Please read all sections of this IFB carefully to assure that your response to this IFB contains all bidding information required to be considered responsive and responsible.

All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions, through the Vendor Registration Website: http://achieve.lausd.net/Page/3904

A pre-bid conference will be held on March 3, 2015 at 10:00 a.m., in the bid room at the Procurement Services Center at 8525 Rex Road, Pico Rivera, CA 90660. If requested, worksite walk-throughs may be arranged and will be discussed at the pre-bid conference. Visits to worksites, if required, must be approved by the District's site administrator.

Prospective bidders must not contact any District representative or personnel working on behalf of the District (except those designated herein) prior to publication of the District's notice of contract award covering this requirement. Inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.

The bid package must be submitted in its entirety, including this letter (Section I) and the following:

II. IFB form and rate schedule, instructions, volume rebate program, specific bid conditions, technical and product specifications and Bidder Questionnaire.
III. Rate Schedule
IV. General Bid and Contract Conditions
V. Small Business Enterprise (SBE) Utilization Program

Failure to submit the bid package in its entirety may cause a bid to be ruled "non-responsive."

The District reserves the right to reject any and all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, will be to the lowest priced responsive and responsible bidder.

The contract(s) that may be awarded hereunder is/are not exclusive. The District expressly reserves the right to contract for goods and services such as those referenced herein, through other contractors.

Should you decide not to compete for a contract award under this IFB, please complete the attached "No Bid Response" form, (attachment 1) and send it to the undersigned. Failure to provide a response to this solicitation may result in removal of your firm's name from our vendor list for future IFB opportunities.

Sincerely,

Kent Huang
Contract Administration Analyst

ATTACHMENT: IFB PACKAGE

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

Bid No.: 2000000524 **Date of Bid Opening: March 12, 2015**

"NO-BID" RESPONSE FORM

IT IS NOT NECESSARY FOR THE BIDDER WHO IS SUBMITTING A BID FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN, TO RETURN THIS FORM.

The LOS ANGELES UNIFIED SCHOOL DISTRICT is committed to programs and policies that will result in the procurement of supplies, equipment and services that meet the quality standards required by our schools and support facilities at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among the largest number of qualified bidders as possible. In instances where the bidder fails to respond, feedback from the bidder is encouraged. Reasons for not bidding are evaluated with the intention of improving future solicitations for this commodity or service, thereby encouraging and expanding the field of competition.

All bidders who respond with a "No Bid" response are requested to provide the information cited below and return this form, in time for the bid opening**. FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN BEING DROPPED FROM OUR BIDDER'S LIST FOR THE PRODUCT(S) AND/OR SERVICES SPECIFIED BELOW.**

REASONS FOR NOT BIDDING AT THIS TIME: (Attach additional page if necessary)

_____

_____

DO YOU WISH TO RECEIVE BID REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? ☐**YES** ☐**NO***

*If this option is selected, the bidder must forward a written request to Contract Administration for reinstatement.

BIDDER'S (FIRM) INFORMATION:

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____ **NAME & TITLE:** _____

DATE: _____ **PHONE:** _____ **FAX:** _____

BID TITLE: VIDEO AND PRINTING EQUIPMENT

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

IFB AND CONTRACT FOR: VIDEO AND PRINTING EQUIPMENT

IFB No.: 2000000524
SUBMISSION DATE: March 12, 2015
FOR: INFORMATION TECHNOLOGY DIVISION

SECTION II.

A. BID FORM AND RATE SCHEDULE INSTRUCTIONS

The undersigned has complied with instructions in the IFB, has approved the contract form and agrees to enter into a Contract for furnishing to the Los Angeles Unified School District, Los Angeles County, hereinafter called the District, the required supplies, equipment and/or services at the stated rates; subject to all of the Terms and Conditions of the Invitation for Bids, Bid and Contract Conditions, Specifications, instructions set forth and all amendments or addenda thereto.

1. SCOPE OF CONTRACT

The scope of the Contract is to provide VIDEO AND PRINTING EQUIPMENT in accordance with all the terms, conditions and specifications specified herein. The Contractor shall provide the following:

2. TERM OF UNIT RATE REQUIREMENTS CONTRACT

The term of the Contract will be 36 months. Upon approval of the Board, up to two (2), 12-month extensions may be awarded. The anticipated start date for work hereunder will be on or about June 1, 2015. Funding is contingent on fiscal year availability.

3. CONTRACT EXTENSIONS

After the initial contract period of thirty-six (36) months, the contract is subject to two (2) additional twelve (12) month extensions, for a **maximum of five (5) years total**. Extensions are contingent upon written mutual consent of the District and Contractor. **Any request for extension must be requested by the Contractor in writing no later than ninety (90) days prior to the expiration date of the existing agreement.** Extended contract granted by the District would be subject to the same Terms and Conditions. Provisions for price adjustments would be subject to the "Adjustment To The Rate Schedule" provision.

4. AWARD OF CONTRACT

It is the intent of the District to award a contract(s) by manufacturer for each item in the Rate Schedule Section either "individually", "in any combination", or "as a whole," to any of the three lowest responsive and responsible bidder(s), pursuant to the authority granted under California Public Contract Code Sections 20111 and 20118.1, to a single or to multiple vendors, whichever is in the best interest of the District. Award is contingent upon timely compliance with all bid conditions and specifications which must be satisfied prior to award of contract. **The District reserves the right to non-award any category of items within this solicitation.**

5. BASIS OF AWARD

The award of contract shall be to the responsive and responsible bidder(s) who submits the "lowest total combined cost" either "individually", "in any combination of items" or "as a whole", whichever would be in the best interest of the District. The "total discounted price" shall be calculated by applying the percentage discount off manufacturer's price list to the total cost which consists of extended warranty, and if required installation services/assembly charges. After contract award and for items under "Rate of Discount", the Contractor shall be held to the "Percentage Rate of Discount" from the submitted from published price list for each specified manufacturer.

The "percentage rate of discount offered" bid in the Rate Schedule Section (Section III) shall include any delivery charge to allow for delivery on an FOB Destination basis. The District will verify all conversion and computations, if necessary.

The cash/trade discount shall be included in the determination of low bid. A cash discount for a time period of **less than 45 days will not be considered**. The cash discount offered in excess of 10% will be considered a "trade discount". A trade discount offered will be deducted from the unit cost(s) bid, thus establishing the items normal/actual contract cost with zero percent cash discount for early payment.

A Cash Discount of _____% 45 days is being offered

Los Angeles Unified School District *"VOLUME REBATE PROGRAM"*

The Los Angeles Unified School District (LAUSD) has established a Volume Rebate Program. The Rebate Program was established because the District purchases large volumes of supplies, equipment, furniture or services which are delivered/provided to various locations throughout the District.

As part of the Rebate Program, the Contractor shall pay LAUSD a one percent (1%) volume rebate on the total sales price of all purchases invoiced and paid pursuant to the Master Agreement, excluding taxes. Total sales shall include LAUSD and other participating agencies utilizing this contract such as but not limited to school districts, cities, counties, and state agencies.

This volume rebate shall be due and payable to LAUSD within thirty (30) days of the end of each calendar quarter for purchases invoiced and paid during such calendar quarter. **All rebate checks should reference the contract number and be sent to:**

Los Angeles Unified School District
Attn: Director of Contract Administration - Ref: Contract #XXXXXXX
8525 Rex Road
Pico Rivera, CA 90660

Contractor's Failure to Pay Volume Rebate: Failure of Contractor to pay the volume rebate within the time and in the manner specified herein shall be regarded as a material breach under this Agreement. All rebate dollar amounts not paid within thirty (30) days of the end of the previous calendar quarter shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, in the event the Contractor does not pay the required fee LAUSD reserves the right to apply (at any time past the required rebate payment due date) the volume rebate amount towards any unpaid invoices in the form of a credit.

5. BASIS OF AWARD - continued

*Note: Contractor solely shall bear the cost of paying the volume rebate. Contractor shall neither increase its prices to cover the volume rebate nor pass through the volume rebate charge to the District.

6. ADJUSTMENT TO THE RATE (PERCENTAGE DISCOUNT)

The Rate Schedule is firm for the entire contract period including the renewal periods.

The "Percentage Rate of Discount" as originally bid shall not change during the contract period. The District shall pay using the manufacturer's published price list, less the "Percentage Rate of Discount" off the column offered by the Contractor. In the event that price lists are revised, the District is to be notified immediately. (See Section II.C, Technical specification, item #23, "Manufacturer's Published Price List(s)"). The price may be modified only once during each annual contract period.

Further explanation or clarification or provisions pertaining to "Adjustment to the Rate Schedule" may be obtained by contacting the Authorized District Representative listed in this bid.

NOTE: All requests for rate adjustments must be received by the District, in writing, no later than ninety (90) days prior to the end of each annual contract period at the District's Procurement Services Center – 8525 Rex Road, Pico Rivera, CA 90660. An explanation citing the rationale for price increase should be included in such correspondence.

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7. INVOICES AND PAYMENTS

All invoices must be sent to the following address below:

ORIGINAL INVOICES TO:

LOS ANGELES UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE BRANCH
P.O. BOX 54306
LOS ANGELES, CALIFORNIA 90054
(213) 241-4800

DUPLICATE COPY TO:

LOS ANGELES UNIFIED SCHOOL DISTRICT
IT FINANCE AND ADMINISTRATION
333 S. BEAUDRY AVE., 10TH FLOOR
LOS ANGELES, CA 90017
(213) 241-1332

All vendors shall accept orders placed by both District approved purchase orders and P-Cards*. All coinciding invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers, and be under the same firm name as shown on the Purchase Order (P.O.)/Contract.

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required by the Accounts Payable Section prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, resulting from any other contracts or purchase orders awarded to the same contractor.

All invoices applicable to this contract must be submitted by the Contractor within 60 days after the end of this contract. Late invoice submittals may result in non-payment.

For payment information call: (213) 241-4800

***PROCUREMENT CARD PURCHASES (P-CARD)**

The P-Card is a District issued MasterCard from Citibank. It is issued to authorized cardholders to simplify purchases and the payment and tracking of those purchases.

The P-Card works like any personal credit card, which is billed monthly to the District. However, the advantage of the P-Card is that vendors are paid directly by Citibank within a few days, while the District pays the bank with a single monthly payment.

Contractors accepting P-Card purchase transactions shall provide a detailed invoice/billing statement to each requesting office/school site ONLY, unless otherwise requested by an authorized District representative. Contractor shall specify in detail the quantities ordered/delivered, shipped, and unit costs per item on the invoice/billing statement.

Invoices and billing statements with insufficient information may delay processing of payment and is not the responsibility of the District.

8. TAXES

The District shall pay all California Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax on the rates (unit costs), when applicable and listed separately on the invoice.
The Federal Excise Tax is not applicable. The District, upon request, shall furnish the Contractor a federal exemption number.

Any new or additional tax not in effect at the time of the bid that becomes effective during the contract period shall be paid by the District, providing that the items/services being provided under this contract are subject to such tax. It is the Contractor's responsibility to notify the District of any applicable changes in taxation categories or rates.

9. AUTHORIZED DISTRICT REPRESENTATIVE

The contract shall be under the direction and subject to the approval of the **Chief Procurement Officer,** or designated representative.

The authorized District representative for this Contract will be:

For Contractual Matters:
Kent Huang, CAA
Contract Administration Branch
TEL: (562) 654-9352
FAX: (562) 654-9017
Email: kent.huang@lausd.net

10. RATE SCHEDULE

The "Rate Schedule" (Section III) shall be firm during the contract period including the renewal periods.

a. Bidder shall fill out the attached Rate Schedule (See: Section III) and the completed price information should be provided in two (2) formats. The information **must** be entered and submitted in hard copy and an electronic copy of the Rate Schedule Section should also be submitted.

b. The "Percentage Rate of Discount" bid should include prices for all items listed in the Specifications Section, all costs for any insurance, and/or any required performance guarantee. Do not include tax.

c. Any remarks, additions, amendments, or exceptions attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed "non-responsive".

d. When filling in the Rate Schedule (Section III) information/unit costs on the hard copy, the Bidder should either type or print legibly. If the pricing information/unit price is illegible, that item may not be considered for an award. Additionally, the electronic copy of the Rate Schedule should be submitted in an MS Excel format and saved in compact disk or a flash drive. **If a discrepancy exists between the hard copy and the electronic copy, the hard copy will prevail.**

e. Bid on each item separately for accounting purposes. Item(s) may be awarded either "individually," "as a whole" or "any combination of items."

NOTE: No additional charges will be authorized or paid during the subsequent contract agreement period unless originally specified in the bid.

11. ESTIMATED DISTRICT REQUIREMENTS

The District's actual requirements may vary up to a maximum of 10% of the annual contract value.

The items listed on the Contract and required during the Contract period shall be ordered, for the most part, from the Contractor during such period.

The District reserves the right to purchase from other than the Contractor such items not on hand or readily available to the Contractor, which are urgently needed by the District.

The District reserves the right to purchase from other than the Contractor such items not on hand or readily available to the Contractor, which are urgently needed by the District.

12. ORDER OF PRECEDENCE – SEALED BIDDING

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Rate Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

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13. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands, and communication to be given hereunder by either party shall be in writing and delivered in person, by U.S. mail, or electronically, and shall be deemed received as of the date of verifiable delivery. "Verifiable delivery" of electronic transmissions shall mean email Delivery Status Notifications and fax Transmit Confirmation Reports, or their equivalents.

Such notices, demands, or communication directed to the District shall be addressed as indicated below.

Los Angeles Unified School District
Procurement Services Center – Kent Huang
8525 Rex Road
Pico Rivera, CA 90660

14. INDEPENDENCE OF BID

Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

15. CONTRACT PIGGYBACK PROVISION

For the term of the Contract, and any mutually agreed extension(s) pursuant to this request for bid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives it right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections. Acceptance or rejection of this provision will not affect contract awards in this bid.

INDICATE SELECTION

Piggyback Provision is granted: *_____

Piggyback Provision is not granted: _____

***Please note any comments/restrictions related to this agreed upon selection below or attach a separate comment sheet to the bid package.**

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16. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

The Bidder shall state the name and nature of its legal entity. The Bid shall be signed under the correct firm name by an officer/employee authorized to obligate the Bidder/Contractor.

The Bidder understands and agrees by signing this document that all provisions of this IFB/contract must be complied with, and the District may accept any or all of the Bidder's offer as submitted (unless otherwise stipulated by the Bidder). Execution hereof will constitute a legal and binding Contract upon approval of this offer by the District's Board of Education.

The representative of the Bidder/Contractor who is authorized to contractually obligate and administer this Contract/Agreement and to whom formal notices, demands and communications shall be given is as follows:

Legal Name of Bidders Firm: _____

- **Name of CEO/President:** _____

Name of Bidder's Parent Company (if applicable): _____

- **Name of CEO/President:** _____

CHECK ONE

Sole Ownership: _____
Partnership: _____
Corporation: _____
Other: _____

Bidder's Signature: _____
Bid not acceptable unless signed by an authorized signor.
Original signature only! Rubber stamp or typed signature not acceptable.

By: _____
(Print Name of Authorized Signor)
Title: _____
(Print Title)
Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax number: _____

E-Mail Address: _____

Dated this _____ **Day of** _____**, 20**___

FOR DISTRICT USE ONLY
Approval of Contract Award

By: _____ **Contract No.:** _____

Title: _____ **Effective Date:** _____

NOTE: **THIS AGREEMENT, OR ANY OF ITS RIGHTS, OBLIGATIONS, TERMS OR CONDITIONS, MAY NOT BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR WITHOUT THE WRITTEN CONSENT OF THE DISTRICT.**

17. CONTRACT AWARD NOTIFICATION

The Bidder must retain a completed copy of their Bid Document in its entirety, as submitted to the District. In the event of an award, the Bid and all Bid Documents shall become the Contract Agreement. The only other document provided to the successful bidder (awardee/contractor) will be the **"Notice of Acceptance of Bid and Award of Contract"** letter that will be sent electronically. Contractors also desiring a hard copy (sent by regular U.S. mail) must advise the buyer, in writing, of their request**.**

All Bidders must provide the following required information: name, address, telephone number, fax number, and business email address of the person designated to receive such notice on behalf of the Bidder (if different from Page 9).

Name of Firm: _____

Name of Contact: _____
(Please Print)

Address: _____

_____
City **State** **Zip Code**

Email Address _____
(Required)

Tel: (**)** _____

Fax: (**)** _____

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18. FILING OF PROTESTS

All District procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration in the selection of the successful contractor and award of District contracts in order to preserve and protect the integrity of the procurement process. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by the District in an economical and expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) business days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested party" within five (5) business days after the staff's written recommendation and Notice of Intent to Award is issued to the proposing firms. The date of filing shall be the date of receipt of protests by the District.

All protests shall be filed in writing with the Chief Procurement Officer, Los Angeles Unified School District, 8525 Rex Road, Pico Rivera, CA 90660. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

- The name and address of the interested party and its relationship to the procurement;
- Identification of the proposed procurement or contract;
- Substantive description of the nature of the protest;
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based; and
- All documentation supporting the allegations of the protest;
- Signature of an authorized executive with the authority to bind the company.
- Statement of the specific relief requested;

The Chief Procurement Officer, or designee, shall make a determination on the protest, normally within ten (10) business days from receipt of protest. The Chief Procurement Officer, or designee, has the authority to make a final determination and the decision shall constitute the District's final administrative remedy.

SECTION II

B. SPECIFIC BID CONDITIONS/CERTIFICATIONS

Compliance with LAUSD Ethics and Integrity Standards

Every Contractor and its Representatives must abide by LAUSD's Contractor Code of Conduct. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is broadly defined to include any subcontractor, employee, agent, or any other entity acting on a Contractor's behalf.

If a Contractor or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: www.lausd.net/ethics, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any bid or proposal as non-responsive, if this certification is not submitted in whole by the deadline required.

1. ETHICS AGREEMENT

I, THE UNDERSIGNED AFFIRM, UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA, THAT I AM AUTHORIZED, AS THE SENIOR EXECUTIVE RESPONSIBLE FOR MY ORGANIZATION'S ETHICAL CONDUCT, TO EXECUTE THIS CERTIFICATION ON BEHALF OF MY ORGANIZATION AND OUR REPRESENTATIVES* AND TO ENSURE THAT EACH AND EVERY REPRESENTATIVE ABIDES BY LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD'S CONTRACTOR CODE OF CONDUCT WHICH I HAVE REVIEWED IN FULL. I DECLARE THAT ALL REPRESENTATIONS MADE IN THIS CERTIFICATION ARE TRUE, CORRECT AND IN GOOD FAITH, AND I COMMIT TO PROVIDING AN UPDATED FORM WITHIN 10 BUSINESS DAYS WHENEVER THERE IS A MATERIAL CHANGE TO THE INFORMATION I HAVE PROVIDED DURING THE TERM OF OUR CONTRACT WITH LAUSD.

** You will need to attach a list of all known representatives who will conduct LAUSD work on your behalf (see Section 7).*

SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION'S ETHICS AND INTEGRITY:

NAME OF RESPONSIBLE SENIOR OFFICER	POSITION TITLE	PHONE NUMBER

SIGNATURE OF RESPONSIBLE SENIOR OFFICER	DATE	E-MAIL ADDRESS

2. ETHICAL MANAGEMENT (*PLEASE COMPLETE EACH LINE BELOW*):

A.	MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ALL PHASES OF ANY RELATIONSHIP WITH LAUSD.	❒ **Yes**	❒ **No**
C.	DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.**	☐	

3. CONTRACTOR RESPONSIBILITY (*PLEASE COMPLETE EACH LINE BELOW*):

For each "No" answer below, attach an additional sheet of paper with the heading "Contractor Responsibility" and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will have on the products or services you have proposed to LAUSD for this contract.

A.	MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, ANY OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
E.	MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
F.	MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	❒ **Yes**	❒ **No**
G.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	❒ **Yes**	❒ **No**
H.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.**	☐	

4. CONTRACTING EXCELLENCE (*PLEASE COMPLETE EACH LINE BELOW*):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN ANY ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF $1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	❒ **Yes**	❒ **No**
E.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.**	☐	

5. CONFLICTS OF INTEREST (*PLEASE COMPLETE EACH LINE BELOW*):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	❒ **Yes**	❒ **No**
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	❒ **Yes**	❒ **No**
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	❒ **Yes**	❒ **No**
G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.	❒ **Yes**	❒ **No**
H.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.**	☐	

** Note that an LAUSD official is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.*

6. REVOLVING DOOR RESTRICTIONS (*PLEASE COMPLETE EACH LINE BELOW*):

For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.			
A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	❒ **Yes**	❒ **No**
E.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:		
F.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.**	☐	

7. DISCLOSURE OBLIGATIONS (*PLEASE COMPLETE EACH LINE BELOW*):

Disclosure of Your Representatives			
Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.			
Disclosure Relating to Current & Former LAUSD Officials			
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. *Note: Public agencies are exempt from this requirement and may indicate so on their attachment.*			
A.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	❒ **Yes**	❒ **No**
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.			
C.	MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	❒ **Yes**	❒ **No**

Lobbying Disclosure		
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (WWW.LAUSD.NET/ETHICS). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN $10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	❒ **Yes**	❒ **No**

State-Mandated Statement of Economic Interests *(for professional services contracts only)*		
F MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	❒ **Yes**	❒ **No**
If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: www.lausd.net/ethics.		
G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	❒ **Yes**	❒ **No**
H. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.**		☐

8. TRUST-BUILDING PRACTICES (*PLEASE COMPLETE EACH LINE BELOW*):

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	❒ **Yes**	❒ **No**
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	❒ **Yes**	❒ **No**
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	❒ **Yes**	❒ **No**
D. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD'S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	❒ **Yes**	❒ **No**
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	❒ **Yes**	❒ **No**
F MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	❒ **Yes**	❒ **No**
G. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.**		☐

To ensure your compliance with LAUSD's disclosure obligations, please verify that all necessary attachments are included.

Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.

9. CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY

a. DISTRICT POLICY

It is the policy of the Los Angeles Unified School District (LAUSD) that all products and/or services purchased by the District be manufactured and supplied in compliance with applicable labor and wage laws governing the countries of its origin. For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries. Purchases by the LAUSD will be restricted to only those products and/or services that have been manufactured without the illegal use of "sweatshop" (including exploitive "child," "forced," "convict," and "indentured") labor.

Prior to any award, the LAUSD will require its bidders/contractors to certify adherence to the provisions of the District's Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:

- **Safe and healthy working conditions**
- **Prohibition of child labor**
- **Disclosure of manufacturing plant locations**
- **Verification and enforcement mechanisms**
- **Compliance with applicable codes**
- **Penalties for violations**
- **Responsible bidder forms**
- **Non-poverty wage standard (domestic and international)**

Contractors will denote compliance to these provisions by signing a Sweat-Free Procurement Policy certification, which will extend to their subcontractors.

The consequence of any violation by the contractor to the aforementioned laws and provisions may result in action being taken by the District against the contractor. Through Memorandums of Understanding (MOU), information will be exchanged with various government-based investigative agencies. The District will adopt the investigative agency's findings to take appropriate actions against the contractor. The action may include, but is not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or vendor debarment.

The LAUSD will continuously educate the vendors to raise their level of awareness about the "sweat-free" procurement policy.

9. CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY – continued

b. COMPLIANCE CERTIFICATION

(While all Bidders/Contractors, and their subcontractors, are required to comply with all the provisions of this Policy, only the Bidder/Contractor is required to sign this certification statement.)

For any award made under this bid:

1. The Bidder/Contractor, and its subcontracts, certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, **and,**

2. The Bidder/Contractor, and its subcontractors, will abide by **all** other provisions of the District's Sweat-Free Procurement Policy, as outlined on the previous page (Section II B, Item #9 a), **and,**

3. Should the District find that the Bidder/Contractor, or any of its subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subjected to the consequences for violation, which may include, but not limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, **and,**

4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

I hereby certify, under the penalty of perjury, that the above information is true and correct, **and:**

1. That I have read and understand the District's *Sweat Free Procurement Policy* (Item #9 a) which is incorporated and made part of this certification, **and,**

2. That should an award be made, all goods and/or services provided by the Contractor and its subcontractors will be in compliance with the District's Sweat Free Procurement Policy.

Name of Firm: _____

_____ _____ _____

Signature Printed name

_____ Dated this: _____Day of _____, 201___

Title

Bidder (firm's) Name: _____
Subcontractor/Supplier: _____

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Bidder **must** provide the following information for itself and any subcontractor(s) to the bid. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Bidder (Contractor) (Prime)

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

_____
Partners/Officers/Stockholders

_____
Parent Company (if any)

_____
Partners/Officers/Stockholders

_____
Subsidiaries (if any)

_____
Partners/Officers Stockholders

_____

2. NAME OF SUBCONTRACTOR NO.1

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO.2

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO. 3

_____ _____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.

2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.

3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.

4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.

5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.

2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued

B. COVENANT AGAINST CONTINGENT FEES - continued

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.

5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

I have read and agree to the above Conflict of Interest and Covenant Against Contingent Fees Policies.

Bidder(Company) Name:_____

Print Name:_____ Title:_____

_____ _____
Signature Date

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11. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

The following certification is applicable only to contracts for $25,000 or more that are funded in whole or in part with Federal funds.

By signing this document, the Bidder certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not**,** within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph **b.** (above) of this certification; and

d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to the Bid.

Name of Firm: _____

By: _____
(Signature)

By: _____
(Print Name)

Title: _____

Dated this_____Day of_____, 201___

SECTION II

C. TECHNICAL SPECIFICATIONS

SCOPE OF CONTRACT

The scope of the Contract is to provide Multimedia Projectors, Document Cameras, Carts, Printer and Related Services on an "as-requested" and/or "as-scheduled" (delivery as directed) basis for delivery to various schools and offices within the District.

Contracted items shall be in accordance with all the Terms and Conditions set forth herein; including adherence to the following Specifications. The "Percentage Rate of Discount" bid in the "Rate Schedule Section, Section III", must include the following requirements.

GENERAL SPECIFICATIONS

1. SERVICE REQUIREMENTS

a. The Contractor will provide the District's schools and offices delivery service under this contract. Discounts and costs indicated in the "Rate Schedule Section" shall include delivery to any location as specified by LAUSD.

b. Unless otherwise specified, the Contractor shall be responsible for delivery (FOB Destination) in any quantities and shall pay all costs associated with: dunnage, drayage, freight, insurance, pallets, packaging, any special equipment needed for delivery, etc. No separate charges for the preceding will be allowed nor paid by the District except as previously agreed upon by both the District and Contractor.

c. Delivery may be made either directly by the Contractor or by Common Carrier. In either case, the Contractor shall be responsible to arrange for the equipment to be delivered "on-site"/"inside" as directed by the Site Representative.

d. It shall be the Contractor's responsibility to schedule and coordinate with each individual ordering location the delivery as instructed in the purchase order. Additional related services shall be performed as part of the delivery process. Please see Item No. 13, "RELATED SERVICES" on this section for further information.

e. Delivery shall be within ten (10) business days from time purchase order is received by Contractor or within ten (10) business days from release date of DAR (delivery as requested) requirement as indicated in the purchase orders for large quantity orders.

f. Contractor shall comply with the instructions in the purchase order regarding delivery date (including delivery on request), delivery method, and any other special instructions. Orders placed for new school openings may require additional staging/holding of orders due to the conflicts with the new schools ability to receive orders as originally scheduled. Contractor shall allow for these delays.

g. Some purchase orders for large orders may include "delivery as requested" (DAR) provision to allow the scheduling and arrival of the equipment to match scheduled installation dates, in which case Contractor shall make delivery on the dates requested by the District

2. AVAILABILITY OF MATERIALS

The District may purchase, from any source, essential material for the repair/support of classroom or operational activities for safety concerns and/or to protect District property, when the Contractor does not have the necessary material immediately available.

3. PREFERENTIAL PRICING

The District shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any other school district, state, county, municipal or local government agency for the products listed herein.

4. PACKAGING AND IDENTIFICATION

a. **Packaging:** Items shall be packaged sufficiently to protect them from damage during transit.
b. **Packing Slip:** Shall have the District Purchase order number, contents, quantity, and description.
c. **If Not Properly Packaged or Identified,** deliveries may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense.

5. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE

This contract does NOT allow for product substitutions without written authorization by an Authorized District Representative. If, during the course of the Contract, there is a manufacturer's brand change, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

6. FAILURE OF CONTRACTOR TO PROVIDE THE SERVICE/PRODUCTS AS AGREED

If in the opinion of the District, the Contractor at any time during the period of the Contract, fails to properly and satisfactorily perform the service/provide the product(s) called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for reprocurement costs incurred by the District.

It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement. Unacceptable performance may include but not limited to: late/non deliveries, partial deliveries, delivery of wrong material, products not meeting specification, giving wrong prices, invoicing problems, etc.

7. INSURANCE REQUIREMENTS

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

a. Commercial General Liability (CGL)

Includes both bodily injury and property damage.

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal and advertisement injury
$3,000,000 general aggregate
$3,000,000 products/completed operation aggregate

b. Commercial (Business) Automobile Liability (CA or BA)

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than $1,000,000 per occurrence.

c. Workers' Compensation (WC)
Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory limits
Part B Employers Liability -- $1,000,000/$1,000,000/$1,000,000

Exemption: Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement.

d. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above $100,000 require District approval.

e. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/cancellation notice provision. The Commercial General and Automobile Liability policies referred to in clauses A and B above shall name the District and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

9. SAFETY

Contractor's representatives operating vehicles on District property shall use extreme caution at all times - maximum speed is 5 M.P.H.

10. ASSIGNMENT/FINANCING

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District's standard form for **"Assignment of Contract Money"** or **"Assignment of Rights and Delegation of Duties on Contract"** which is available from the District's **Procurement Services Center office located at: 8525 Rex Road, Pico Rivera, CA 90660.**

11. MANUFACTURER'S WARRANTY

Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications, and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, customer agencies, and users of the goods or services.

12. EXTENDED WARRANTY

During the term of the of this agreement, provide all parts, materials, and labor necessary to service the product to a condition suitable for standard use "Standard use" is defined as regular, ordinary, and routine use of the product under normal operating conditions or as intended and recommended by the manufacturer. The Contractor shall have qualified technical staff to perform all warranty work. **All equipment shall be provided with warranty coverage as stated for each of the equipment below and indicated in Section II.D Product Specifications.** The warranty period shall commence on the date of acceptance of product by the ordering entity. All cost associated in providing this warranty shall be included in the unit cost as indicated in the Rate Schedule Section.

How to Obtain Service:

1. The District shall notify the Contractor to request for service by contacting the provided toll-free number.
2. During the request for service phone call, the District will notify the technician of the issues and problems regarding the product. Contractor shall determine whether the product needs to be replaced or repaired.
3. All service performed under this contract shall be provided by an authorized warranty provider.

12. EXTENDED WARRANTY - continued

LIVE TECHNICAL SUPPORT

Contractor shall provide a toll-free technical support phone number. Live operators will help resolve the problem over the phone or determine whether to (a) ship a customer with replaceable part, (b) arrange for an off-site repair or exchange, or (c) schedule for an onsite repair or replace service.

Onsite services shall be provided if the defect or problem cannot be accurately determined remotely, a representative will set up an appointment immediately after remote diagnosis.

Constant delayed responses, no answers, put on holds, or non-resolution of service requests constitutes a breach of contract and may be grounds for the initiation of default proceedings by the District against the Contractor.

PROJECTORS, COMBO UNITS AND DOCUMENT CAMERA

During the initial service request phone call, The District shall contact the Contractor for problem determination, service and troubleshooting procedures. This shall be done by providing the service caller instructions on how to test and troubleshoot the equipment to verify if the defect is with the equipment itself or any other source.

Once the equipment is determined to be defective, Contractor shall exchange and ship a replacement unit, freight pre-paid to the District within five (5) working days.

The District will be responsible for returning the defective product within five (5) working days of receipt of replacement unit. During the warranty period, The Contractor shall send the District a return-shipping label. After a Return Authorization has been obtained, the District will box the unit and ship the merchandise to a location as indicated by the Contractor. Contractor shall be responsible for shipping cost to and from as indicated by the Contractor.

At the District's request, Contractor shall provide an on-site technician to troubleshoot and determine the source of the problem for schools and offices which have their projectors mounted or fixed at one location. Contractor may be required to provide the District with an equipment loan as deemed necessary.

Any system which fails, at no fault of the District, on more than two (2) occasions during the first year on the date of receipt of product by the ordering entity shall be replaced at no cost to the District. Contractor shall warrant any installation performed under the provisions of this contract.

AUDIO/VIDEO (A/V) CARTS

The manufacturer's warranty period shall apply only to the A/V Carts.

PRINTER SPARE AND REPLACEMENT PARTS

Contractor shall warrant the spare and replacement parts provided to service hardware against defects in materials and workmanship for a period of 90 days after service/return of product to the District. If the Contractor receives notice of defective replacement parts within the 90 day period, Contractor shall repair or replace the replacement part that proves to be defective.

The District may be required to purchase spare and replacement parts not listed specifically on this contract. Such items shall be made available and priced with discounts representative of those items listed. Pricing shall be provided on an "individualized quotation basis".

13. RELATED SERVICES

Contractor shall be requested to provide the following related services, at a minimum, as part of the delivery process of each equipment: unpacking, removal of packing materials, set-up equipment on desktop or other designated area, connect cables, install, calibrate and test equipment, apply District inventory tag, obtain sign off from site administrators, provide a brief overview of the features and functionality of the items ("train the trainer" approach) and other tasks as may be required for a complete and efficient equipment install.

For printer equipment only: connect cables, configure and install printer and device driver, software conflict resolution, test printer and connection (locally for one (1) computer system).

ASSET MANAGEMENT

- Contractor shall provide a complete list of serialized Equipment in accordance with District provided format. The Contractor shall also provide updated serial numbers resulting from warranty repairs. Prior to submitting invoices for District payment, Contractor shall provide an asset register to the District for each school included within the Contract.

- The asset register shall be in a format as determined by the District, and shall include, but not be limited to, a list of installed Equipment by exact room location, and the serial number for each piece of Equipment to include high-value, serial-numbered equipment components or sub-components at each location.

- The District will not release final payments to Contractor until Contractor has submitted acceptable asset registers.

All cost associated in providing these related services shall be included in the unit cost resulting from the "Percentage Discount Off" of the manufacturer's price list, as indicated in the Rate Schedule Section.

14. REJECTION OF MERCHANDISE

All products or services purchased under the contract are subject to approval by the District. Any product rejected because of nonconformity to the terms and specifications of this contract/individual purchase order will be returned to the Contractor. The Contractor shall assume all costs (including re-stocking and/or shipping fees) for returned merchandise and/or reshipped merchandise when provided.

15. NEW PRODUCT

All items delivered and sold to the District shall be a new product. The Contractor shall guarantee that all products provided to the District shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. A new product is defined as a product that is made up of unused, genuine, and/or original parts.

Only the manufacturer's brand listed in the Rate Schedule Section will be accepted during the contract period, under this contract agreement. The Contractor shall notify the District if the listed brand can no longer be provided. The Contractor shall not substitute any product without prior written authorization from the District's authorized representative.

16. RESPONSE TIME

The Contractor shall provide the District with next business day response policy. Live operators must be available to answer service related calls during Monday through Friday, from 8:00 am to 5:00 pm. In the event that calls are made after the normal hour(s) of operation, the Contractor shall provide the District with a general voice mailbox where schools and offices can leave a detailed message regarding their contact information. The Contractor shall contact the school no more than two (2) business days after the initial time of receipt of the original service call to assist the school and/or office regarding their inquiries.

This "response time" provision shall be strictly adhered to by the Contractor for the full extent of the extended warranty period of the equipment.

17. WORK ORDER DOCUMENTATION

The Contractor shall completely document all repairs using a work order. All appropriate information shall be included in the document for supervisory personnel to evaluate the components: cause, condition, correction, parts used, and all other services required to provide the maintenance service.

18. REJECTION OF MERCHANDISE

All products or services purchased under the contract are subject to approval by the District. Any product rejected because of nonconformity to the terms and specifications of this contract/individual purchase order will be returned to the Contractor. The Contractor shall assume all costs (including re-stocking and/or shipping fees) for returned merchandise and/or reshipped merchandise when provided.

19. SHELF LIFE OF CONSUMABLE SUPPLIES

The consumable supplies such as ink cartridge(s) shall be fresh stock with a minimum of twelve (12) months shelf life upon delivery to the District Stores Warehouse. Each shipment and individual box shall clearly indicate a date that supports this shelf life. The District reserves the right to refuse delivery for shipments which contain unverifiable dates as indicated in this provision.

20. PERMIT AND LICENSE

Contractor shall certify that all work shall comply with the requirements of the District. The contractor and all of their operators shall secure and maintain in force licenses as are required by city, county and state laws, ordinances, and regulations for this type of work. Contractor shall certify that all work performed conforms to these prescribed rules and regulations.

21. TECHNOLOGY CLAUSE

As new models are introduced in the product line, it is understood that the improved or enhanced products may supersede the existing product in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical model that may be introduced in the future, during the term of this bid, to be included in the general umbrella of compatible product and are thus specifically included in this bid document and shall be discounted at the current contract rates set forth.

During the course of the Contract, if the Contractor is unable to provide the specific product awarded to them, the Contractor shall notify the District immediately in writing. Contractor may offer to supply a product line with a model of equal to or better than the original machine awarded to them in that particular segment at the same percentage discount. Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipments.

If the new product is accepted, all other terms, conditions, discounts and prices shall remain in effect. No change in product shall be made without prior written permission by the District.

22. PRICING

a. The "Percentage Discount Off" / "Unit Cost" as bid should include all cost for all items listed in the Specifications Section, all costs for any insurance, delivery, extended warranty and/or performance guarantee.

b. The "Percentage Discount Off" / "Unit Cost" as bid shall exclude **any applicable taxes.** For purposes of evaluation and contract award.

c. The "Percentage Discount Off" / "Unit Cost" as bid shall be firm for each line item, regardless of the quantities/dollar amount ordered at any one time. Percentages bid (net cost) shall include freight/delivery on an F.O.B destination basis.

d. The District shall issue purchase orders based upon current contracted pricing. Should the cost of the items ordered be reduced between the time of purchase order issuance and the Contractor's ordering, the District shall be entitled to the lower cost.

e. Any price reductions, special offerings, sales or promotions occurring during the term of the contract, shall be extended on to the District as soon as they are announced by the Manufacturer and/or Contractor and shall be considered part of the contract. The District reserves the right to audit as necessary to ensure that any and all reductions in item costs to the District are reflected in the pricing set for the District.

f. The District shall request the Contractor to provide/confirm product availability and the Districts' net cost through a system of individualized quotations. Either the Purchasing Branch staff or the end user shall forward requests to the Contractor for verification of product and pricing. All quotations returned, must identify the products/services to be provided by the manufacturer's product number. Products identified solely by the Contractor's internal numbering system will not be accepted.

g. Requests for quotation shall not be construed as an "order" from the District. Only upon receipt of the District's official purchase order shall any product/service be provided. Any shipment without such authorization/purchase order shall be made at the sole risk of the Contractor.

23. MANUFACTURER'S PUBLISHED PRICE LIST(S)

a. PRINTED/ELECTRONIC COPY

Contractor shall provide (at no charge to the District) two (2) copies of the manufacturer's current published retail price list(s) indicating available product and price listing at bid submission. The Contractor shall provide subsequent price list change (monthly at minimum) as necessary.

The Contractor is responsible for contacting the manufacturer to assure availability of price list(s). Items to be invoiced are to be based on listed prices effective on ordering (purchase order) date.

Any change in prices and/or price list(s) shall not be effective until revised price list(s) are received by the Contract Administration Branch. Revised price listing and/or manufacturer's catalogs should include:

COVER LETTER: To indicate Contractor's name, contact person, phone number, number of copies, and Bid and Contract number.

EACH PRICE LIST: Label or stamp Contractor's name, address and phone number. Write on cover in bold figures, "Contract Percentages of Discount".

Send two (2) copies to:
Los Angeles Unified School District
Contract Administration Branch
8525 Rex Road
Pico Rivera, CA 90660
Attn: Purchasing Branch

b. The price list must be the most currently published, with a date within 180 days from the closing date, or later. All future price list(s) must be updated after the contract date, or they will not be accepted.

c. To assist the District in its evaluation, bidders must indicate the location (i.e. page #'s, line #'s, etc.) of the equipment they have proposed on Appendix A. Failure to do so may deem your bid to be "non-responsive".

d. The Contractor may provide the requested price list either in (a) printed form, (b) electronic media (CD) or via a (c) secured website. If the Contractor is providing the price list in any form other than printed format, It shall make the necessary arrangements, if any, to provide price list to the District.

24. PRODUCT CERTIFICATIONS

The Contractor shall be responsible for having the equipment offered under this contract comply with the applicable certification requirements from an established government and/or a number of nationally and internationally recognized organizations. The District shall determine whether the submitted certification, approval or declaration of compliance is acceptable. Products without any approval or declaration of compliance statements and labels may be considered non-compliant and will therefore be deemed non-responsive.

25. INSTALLATION SERVICES

Contractor may be retained to perform additional services which may include:

- Mounting of the projector and/or lcd display to a wall or ceiling structure.
- Cable installation services through existing raceways or conduit facilities (excluding drilling, coring, cabling through dropped ceilings, or raised floors).
- Connect and configure the additional related equipment (i.e. television, dvd player, desktops, laptops etc) to printer, projector or document camera.
- Any additional related installation deemed necessary by the District to achieve a fully functional audio-visual unit.

PROJECTOR MOUNTING

Contractor is required to perform a site visit for installation projects that require any type of hole drilling, cutting, sanding, mounting, etc. The Contractor along with the Complex Project Manager, and School/Office personnel shall determine the ideal location for the requested installation.

Contractor must submit a written scope of work with technical drawings that show the entire room and the location of all equipment to be installed to the site's Complex Project Manager (CPM) for authorization to proceed.

Penetration of wall surface/material shall be handled by the LAUSD Asbestos Technical Unit (ATU) Personnel trained in lead and asbestos procedures, unless otherwise directed in writing by the ATU. No work must commence without prior written approval from the ATU and CPM. Refer to Appendix B, Procedures for Installation Multimedia Projector and Audio-Visual Equipment.

A/V CART SET UP/ASSEMBLY

Upon delivery of equipment, Contractor shall use a qualified professional to perform proper installation of the carts. The assembly shall be performed as instructed by the manufacturer. The Contractor shall ensure that the cart shall be able to support its own weight as well as the peripheral devices that are to be placed on the cart.

It is the Contractor's responsibility to provide the site location with the complete installation and ensure that the additional equipment is integrated and fully functional.

Contractor shall perform the required mounting and installation services and bill the District at the flat fee rate as indicated in the Rate Schedule Section. **Any additional materials needed to provide these services shall be purchased via the NSP provision of this contract. Do not include the cost of these materials in the submitted flat free rate**. The District reserves the right to purchase these additional materials from any other sources if it so chooses.

The Contractor may perform these services by employing subcontractor(s). For terms and conditions regarding the District's subcontracting policies, please refer to Section IV. B – General Contract Conditions, #4. Subcontractors and Suppliers.

26. FINGERPRINTING

Contractor shall comply and shall require its subcontractors (if any) to comply with the requirements of California Education Code Sections 45125.1 and 45125.2, at no additional cost to District. These requirements include, but are not limited to the following:

A. Any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors, who may have any contact with pupils must submit his or her fingerprints to the California Department of Justice ("DOJ") in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Contractor will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.

B. Contractor shall not permit an employee or other person requiring fingerprinting to come in contact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of Contractor, its subcontractors and any of their employees or agents who are required by District to submit their fingerprints to the DOJ and who may come in contact with pupils have not been convicted of a felony as defined in Section 45122.1.

C. Alternatively, District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by California Penal Code Sections 667.5 and 1192.7. If District elects to require this supervision, Contractor shall supply the supervision at no additional cost to District.

D. Contractor shall remove immediately from District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7.

NOTE: Compliance to this requirement is only necessary if the Contractor and/or their subcontractors will be required to perform any type of services on District school property.

27. BIDDER QUALIFICATIONS

In order to be considered for an award, the Bidder shall meet the following requirements:

a. The Bidder shall be required to verify they have been "In the Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.

b. The Bidder shall be required to provide the District with a "Statement of Support" from the manufacturer, verifying their support of product availability and/or warranty service in the fulfillment of this contract, with their bid submittal.

28. MANUFACTURER REWARD/POINT PROGRAM

At the discretion of the District, the Contractor shall track and report the Purchasing history(ies) to the Manufacturer(s) for any applicable Reward/Point Programs on a monthly basis.

29. NON-SPECIFICALLY PRICED (NSP) ITEMS

The District reserves the right to purchase from the Contractor items/products not listed specifically in this bid but listed in the submitted Manufacturer's Price Book. Such items shall be made available and given discounts. Bidders are to provide percentage discount off Manufacturers' published catalog/price list. Bidder shall provide two (2) hard copy and one (1) electronic copy in Excel format of the manufacturer's published price list, or any publicly available document / price list at the time of bid submission, which clearly establishes a fixed price for such NSP items offered, including a specific percentage of discount off such catalog or price list. The percentage of discount(s) offered shall not decrease, or at a minimum, shall remain "unchanged" during the entire term of the agreement. The manufacturer's published price list shall be the most currently published version, and shall be valid for a minimum of one (1) year from the contract start date. Any subsequent manufacturer's new published price list, if any, must be submitted ninety (90) days prior to the end of the annual contract period and shall be valid for a minimum of one (1) year. The offered discount shall not affect the basis of award.

Contractor(s) subsequent catalogs/published price lists, and electronic copy, shall be submitted for approval to the District Authorized Representative to become effective ten (10) business days after approval.

The bidder(s) awarded contract(s) under this IFB will be asked for written price quotations. The quotation shall include, but is not limited to manufacturer, product code, current manufacturer's published price, the percentage discount offered in this IFB or a better percentage discount, and the net discounted price as shown in the example below.

Example:

Quantity	List Price	% Discount	Discount Amount	Net Price	Total Net Price
10	$100.00	40%	$40.00	$60.00	$600.00

Failure to provide the manufacturer's published price list at the time of submittal of the bid by the bidder may be considered as non-responsive and non-responsible and may cause the rejection of the bid.

30. SOURCING REQUIREMENT

The Bidder must ensure that only Original Equipment Manufacturer products are sourced directly from the Manufacturer within locations in US, or from an authorized US wholesaler or dealer. No product imported by the dealer or wholesaler from outside the US will be accepted.

31. TIME AND MATERIALS SERVICES

Time and materials services may include any work or service request outside of the scope of work as detailed within this specifications. Contractor shall perform required time and materials services and bill the District at the hourly rate prescribed in the Rate Schedule Section.

D. PRODUCT SPECIFICATIONS

The equipment to be provided for this category must be able to support, at a minimum, the following specifications below:

CATEGORY A: LIQUID CRYSTAL DISPLAY (LCD) PROJECTOR:

A-1 MOBILE PROJECTOR:

- Three (3) Panel Liquid Crystal Display with Poly-silicon Thin Film Transistor (TFT) Display Type.
- 2000 lumens at full brightness resolution
- XGA (1024 x 768) Native Resolutions, 786, 432 dots
- Resize and resolution capabilities
- 4:3 Aspect ratio
- Color reproduction of up to 16 million colors
- Audio output/playback capabilities
- 400:1 Contrast ratio
- Manual focus/Manual zoom lens type
- F-number between 1.50 lens type
- Zoom ratio between 1.0 – 1.2
- Projected distance or screen size between 30" to 300"
- Allows input to multiple types of connections such as RCA for composite video, Mini DIN for s-video, stereo mini jack for audio and a USB 2.0 connector type.
- Vertical keystone correction of plus/minus 30 degrees
- Weight of less than 4 lbs.
- Audible noise of less than 40 db at full brightness resolution
- Minimum lamp life of 2,000 hours at full brightness resolution
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.
- Must provide a security lock or cable as an optional accessory to accompany the projector.
- The display panel pixel failure warranty shall comply with the ISO 13406-2 standard (5 Sub-pixel malfunctions per million pixels)
- Included accessories: Power cable, remote control with batteries, computer cable, audio adapter cable, soft carrying case, user manual and quick set up sheet.
- The product line bid must include a projector which is network-ready (RJ45) or have wireless capability.

Manufacturer brand and item no. apparently meeting specifications include Epson Powerlite 1751 model or District-approved equal.

CATEGORY A: LIQUID CRYSTAL DISPLAY (LCD) PROJECTOR:

A-2 CLASSROOM PROJECTOR:

- Three (3) Panel Liquid Crystal Display with Poly-silicon Thin Film Transistor (TFT) Display Type.
- 2200 lumens at full brightness resolution
- SVGA (800 x 600) Native Resolutions, 480,000 dots
- Resize and resolution capabilities
- 4:3 Aspect ratio
- Color reproduction of up to 16 million colors
- Audio output/playback capabilities
- 400:1 Contrast ratio
- Manual focus/Manual zoom lens type
- F-number 1.50 lens type
- Zoom ratio between 1.0 – 1.6
- Projected distance or screen size between 25" to 350"
- Allows input to multiple types of connections such as RCA for composite video, Mini DIN for s-video, stereo mini jack for audio and a USB 2.0 connector type.
- Vertical keystone correction of plus/minus 30 degrees
- Weight of less than 6.5 lbs.
- Audible noise of less than 40 db at full brightness resolution
- Minimum lamp life of 2,000 hours at full brightness resolution
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.
- Must provide a security lock or cable as an optional accessory to accompany the projector. The display panel pixel failure warranty shall comply with the ISO 13406-2 standard (5 Sub-pixel malfunctions per million pixels)
- Included accessories: Power cable, remote control with batteries, computer cable, audio adapter cable, soft carrying case, user manual and quick set up sheet.
- The product line bid must include a projector which is network-ready (RJ45) or have wireless capability.

Manufacturer brand and item no. apparently meeting specifications include Epson Powerlite 98 model or District-approved equal.

CATEGORY A: LIQUID CRYSTAL DISPLAY (LCD) PROJECTOR:

A-3 <u>CONFERENCE ROOM PROJECTOR:</u>

- Three (3) Panel Liquid Crystal Display with Poly-silicon Thin Film Transistor (TFT) Display Type.
- 4200 lumens at full brightness resolution
- WXGA, 1028 x 800 1080i
- Resize and resolution capabilities
- 4:3 Aspect ratio
- Color reproduction of up to 16 million colors
- Audio output/playback capabilities
- 600:1 Contrast ratio
- Manual focus/Manual zoom lens type
- F-number 1.60 lens type
- Zoom ratio between 1.0 – 2.2
- Projected distance or screen size between 20" to 300"
- Allows input to multiple types of connections such as RCA for composite video, Mini DIN for s-video, component video and stereo mini jack for audio and a network interface (RJ45).
- Keystone correction of plus/minus 30 degrees
- Weight of less than 24 lbs.
- Audible noise of less than 40 db at full brightness resolution
- Minimum lamp life of 3,500 hours at full brightness resolution
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.
- Must provide a security lock or cable as an optional accessory to accompany the projector.
- The display panel pixel failure warranty shall comply with the ISO 13406-2 standard (5 Sub-pixel malfunctions per million pixels)
- Included accessories: Power cable, remote control with batteries, audio adapter cable, user manual and quick set up sheet.
- The product line bid must include a projector which are network-ready or have wireless capability.

Manufacturer brand and item no. apparently meeting specifications include Epson Powerlite 1930 model or District-approved equal.

CATEGORY B: INTEGRATED PROJECTOR AND DOCUMENT CAMERA

B-1 <u>COMBO UNIT:</u>

PROJECTOR

- **See specifications for Category A: Liquid Crystal Display (LCD) Projectors**

DOCUMENT CAMERA

- **See specifications for Category C: Document Camera**

CATEGORY C: DIGITAL LIGHT PROCESSING (DLP) PROJECTOR:

C-1 MOBILE PROJECTOR:

- Single 0.65" DLP Technology by Texas Instruments
- 3,000 lumens at full brightness resolution
- XGA (1024 x 768) Native Resolutions, WUXGA (1920 x 1200) max. resolution
- 15,000:1 (full on/off) contract ratio
- 5,000/6,000 hours (normal/eco mode), 190w lamp life
- 1.92 to 2.14:1 (Distance/Width) throw ratio
- 23" to 256" (1.0 to 7.6m) image size (diagonal)
- 2.95' to 36.5' (0.9 to 11.1m) projection distance
- F=2.52-2.73, f=24.34-25.95 projection lens
- 4:3 native, 16:9 compatible aspect ratio
- 40 vertical keystone correction
- 1.07 billion color spectrum
- 2D:15, 30 to 91.4KHz/3D: 101.6KHz horizontal scan rate
- Weight of less than 5.2 lbs.
- 24 to 30, 47 to 120 Hz vertical scan rate
- 2 watt mono speaker
- IR remote control
- Table top or ceiling mount
- WUXGA, WXGA, SXGA+, SXGA, XGA, SVGA, VGA resized VESA standards, PC and Macintosh compatible
- Full 3D (Via DLP link, Blueray 3D) functionality
- SDTV (480i) EDTV (480P), HDATV (720p, 1080i/P) NTSC/NTSC 4.43, Pal B/GH/I/M?N 60, Secam
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.
- Must provide a security lock or cable as an optional accessory to accompany the projector.
- Included accessories: AC Power Cord, VGA Cable, Remote Control, batteries for remote, User's Manual.
- Dimensions: approximately 10.8" x 8.35" x 3.94"
- Power supply: AC 100-240V, 50/60Hz Consumption: 200W (Eco Mode) 240 Volt mode, 0.5W (Standby mode)
- Operating Temperature: 41 to 95F
- I/O Connection Ports: HDMI v1.4, VGA-in (x2), VGA-Out, composite video, S-video, mini-jack audio-in, mini-jack audio-out, RS-232c, mini-usb (service)

Manufacturer brand and item no. apparently meeting specifications include Vivitek D555 model or District-approved equal.

CATEGORY C: DIGITAL LIGHT PROCESSING (DLP) PROJECTOR:

C-2 CLASSROOM PROJECTOR:

- Single 0.55" DLP Technology by Texas Instruments
- 3,600 lumens at full brightness resolution
- XGA (1024 x 768) Native Resolutions, WUXGA (1920 x 1200) max. resolution
- 15,000:1 (full on/off) contract ratio
- 3,500/5,000 hours (normal/eco mode), 190w lamp life
- 1.6 to 1.92:1 (Distance/Width) throw ratio
- 25.6" to 256.4" (0.65 to 6.5m) image size (diagonal)
- 3.28' to 32.8' (1 to 10m) projection distance
- 4:3 native, 16:9 compatible aspect ratio
- 40 vertical keystone correction
- 1.07 billion color spectrum
- 15, 31 to 91.4 KHz horizontal scan rate
- Weight of less than 7.1 lbs.
- 24 to 30, 47 to 120 Hz vertical scan rate
- 10 watt mono speaker
- IR remote control w/Laser pointer
- Table top or ceiling mount (front or rear)
- WUXGA, WXGA, SXGA+, SXGA, XGA, SVGA, VGA resized VESA standards, PC and Macintosh compatible
- Full 3D 720P 50/60 frame packing, 1080p 24 frame packing functionality
- SDTV (480i) EDTV (480P), HDATV (720p, 1080i/P) NTSC/NTSC 4.43, Pal B/GH/I/M?N 60, Secam
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.
- Must provide a lock port, security lock or cable as an optional accessory to accompany the projector.
- Included accessories: AC Power Cord, VGA Cable, Remote Control, batteries for remote, Carry Case, User's Manual, Lens Cap.
- Dimensions: approximately 12.56" x 8.11" x 3.94"
- Power supply: AC 100-240V, 50/60Hz Consumption: 330W (Normal Mode) 280W (Eco Mode), < 0.5W (Standby mode)
- Operating Temperature: 41 to 104F
- I/O Connection Ports: HDMI v1.4, VGA-in (x2), VGA-Out, composite video, S-video, mini-jack audio-in, mini-jack audio-out, microphone-in (mini-jack), RS-232c, 12V trigger, USB Type A (power only), mini-usb (service)

Manufacturer brand and item no. apparently meeting specifications include Vivitek DX813 model or District-approved equal.

CATEGORY C: DIGITAL LIGHT PROCESSING (DLP) PROJECTOR:

C-3 CONFERENCE ROOM PROJECTOR:

- Single 0.65" DLP Technology by Texas Instruments
- 4,500 lumens at full brightness resolution
- WXGA (1280 x 800) Native Resolutions, WUXGA (1920 x 1200) max. resolution
- 10,000:1 (full on/off) contract ratio
- 3,000/4,000 hours (normal/eco mode), 280w lamp life
- 1.54 to 1.71:1 (Distance/Width) throw ratio
- 27" to 302" (0.6 to 7.6m) image size (diagonal)
- 3.28' to 32.8' (1 to 10m) projection distance
- 4:3 native, 16:9 compatible aspect ratio
- +/- 40 vertical keystone correction
- 1.07 billion color spectrum
- 15, 31 to 91.4 KHz horizontal scan rate
- Weight of less than 8.1 lbs.
- 24 to 30, 47 to 120 Hz vertical scan rate
- 10 watt mono speaker
- IR Remote with Laser Pointer
- Table top or ceiling mount (front or rear)
- WUXGA, WXGA, SXGA+, SXGA, XGA, SVGA, VGA resized VESA standards, PC and Macintosh compatible
- Full 3D 720P 50/60 frame packing, 1080p 50/60 side by side 1080p 24 frame packing
- SDTV (480i) EDTV (480P), HDATV (720p, 1080i/P) NTSC/NTSC 4.43, Pal B/GH/I/M?N 60, Secam
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.
- Must provide a lock port, security lock, security bar or cable as an optional accessory to accompany the projector.
- Included accessories: AC Power Cord, VGA Cable, Remote Control, batteries for remote, User's Manual, Lens Cap.
- Dimensions: approximately 11.2" x 5.12" x 10.3"
- Power supply: AC 100-240V, 50/60Hz Consumption: 290W (Normal Mode) 240W (Eco Mode), < 0.5W (Standby mode)
- Operating Temperature: 41 to 95F
- I/O Connection Ports: HDMI v1.4, VGA-in (x2), VGA-Out, composite video, S-video, mini-jack audio-in, mini-jack audio-out, microphone-in (mini-jack), RS-232c, 12V trigger, USB Type A (power only), mini-usb (service)

Manufacturer brand and item no. apparently meeting specifications include Vivitek DW868 model or District-approved equal.

CATEGORY D: DOCUMENT CAMERAS

D-1 DIGITAL VISUAL PRESENTER (A):

- Lens: f2.9 to f3.5; FL=5.9mm to 59mm
- Shooting Area: 14.2" x 10.6" x 1.6" x 1.2" (Transparency 8" x 11")
- Zoom: Motorized 12x optical and 4x digital, 6.7x mechanical, total 80x
- Lighting: 2 lamps (1 per side) fluorescent on arm, 10.6" x 8.2" on back
- White Balance: Auto/Manual
- Exposure: Auto/Manual
- Freeze: Yes
- Image Modes: Photo/Text/Inverse/Gray Scale
- Frame Rate: 20 frames per second.
- Effective Pixels: 1077 x 788, XGA
- Image Unit: 1/3" CCD progressive scan
- Inputs: RGB, Computer D-sub 15 pin (VGA), mouse port, Standard. PS/2, menu and pointer, RS-232 D-sub 9 pin male, hdmi, microphone input
- Outputs: RGB, Computer D-sub 15 pin (VGA); DVI Digital & Analog Connector; S-Video Mini Din 4 pin; Composite Video RCA jack; USB Std. Socket, Type B, SC 12 V DC jack, 500mA; Audio, Stereo mini jack, hdmi
- Weight: 9.7 lbs.
- Included accessories: Wireless Full Function remote control, Power cord, User Manual CD, DVI Cable & DVI/VGA adapter, PS/2 mouse, 4 slide holder & negative film holder, hdmi cable, Computer cable (VGA), USB cable
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.

Manufacturer brand and item no. apparently meeting specifications include Dukane DVP505A model or District-approved equal.

D-2 DIGITAL VISUAL PRESENTER (B):

- Image pick-up device: 1/3" progressive scan CCD, 850,000 pixels
- Effective pixels: 1,024 (H) x 768 (V)
- Frame rate: 20 frames/sec.
- Resolution/RGB output: 600 (H) x 600 (V) TV lines

Optics

- Zoom: Powered (with double speed function), 5.3X optical
- Lens: F2.0 to 4.4, f=4.0 to 21.2 mm

Shooting area:

- Maximum - 16 7/8" x 12 1/2" (426 x 317 mm)
- Minimum - 3 5/8" x 2 3/4" (93 x 70 mm) for 17-inch document
- Focus: Auto/Manual (powered)
- Auto brightness control: Auto/Manual (powered)

Functions

- White balance: Auto/Push set/Manual
- Digital zoom: (8X)
- Image rotation: (0°, 180°)

Input/output

- Internal selection: Int./RGB
- Analog RGB output: XGA (1,024 x 768 @60 Hz)
- Video output: Composite
- Included accessories: AC adapter, RGB cable, instruction manual, removable stage, magnet sheet, anti-glare sheet (A5 size)
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.

Manufacturer brand and item no. apparently meeting specifications include Elmo brand TT12I model or District-approved equal.

D-3 DIGITAL VISUAL PRESENTER (C):

Image / Video

- Image Sensor 1/2" CMOS
- Total Pixels 3.2M Pixels
- Output Resolution XGA (1024 x 768)
- Lens fl = 9.6mm
- Zoom 16X Total Zoom
- Frame Rate 24fps (Max.)
- Focus Manual
- Shooting Area A4 Landscape

CATEGORY D: DOCUMENT CAMERAS

D-3 DIGITAL VISUAL PRESENTER (C) – continued

Functions

- Image Rotation - Camera Head 0°/ 90°/-90°
- Image Storage - Built-in Memory (Max: 80)
- On-Screen Display (OSD) - Provided
- Image Effect Color - / B/W/ Negative/ Mirror/ Reverse/ Freeze
- Image Adjust - (White Balance/Exposure/Night View) - Auto/ Manual
- Display Mode - Text/ Graphics/ High Frame
- Capture Mode - Single/Continuous
- Profile - Provided
- Timer - Provided
- Flicker Filter Control - 2 Levels
- Remote Control – Provided

Connectivity

- RGB Input / Output - Provided (15-Pins D-sub, Pass Through)
- S-Video, Composite Video Output - Provided (NTSC or PAL)
- USB 2.0 Port - Provided (PC Camera/ Built-in Image Download)

Lighting

- Light Source - Embedded LED Lamp

Included accessories

- Power adapter, cord, vga cable, hdmi cable, usb cable, rca cable, user manual, software cd, anti-glare sheet, remote control with batteries.
- Minimum combined warranty period of three (3) years as specified in Section II.C – Technical Specifications under warranty item 11 and extended warranty item 12.

Manufacturer brand and item no. apparently meeting specifications include Avervision CP150 model or District-approved equal.

CATEGORY E: AUDIO/VISUAL (A/V) CARTS

E-1 DATA PROJECTOR CART

EQUIPMENT SHELVES: Features18-gauge steel top and bottom shelves and connect to the legs with 13-gauge steel mounting brackets and 1/4" square head bolts and hex nuts.

PULL OUT SHELVES: Features a pull out shelves constructed from 18-gauge steel. The shelves may be set at a seated 25", 27" or 28"H or a standing 33-1/2", 35-1/2" or 37-1/2"H. Shelves are 13"d and designed for use with a notebook computer and mouse. Pull out shelves will not support heavier equipment. Shelves pull out on smooth rolling glides.

CATEGORY F: AUDIO/VISUAL (A/V) CARTS – continued

LEGS AND CABINETS: Legs are 18-gauge, 1" square tubular steel that mount directly to the top and bottom shelves. Each leg has a hard plastic caster insert mounted in the bottom of the tube for caster attachment. Cabinet features a rear grommet hole for cord management and dual front doors that secure with a key lock, two keys provided. Locking storage cabinet is 23"D by 30"W and cabinet doors are 12"H.

CASTERS: All data projector carts feature 4" "Quiet Glide" industrial grade stem casters. All casters swivel and two are locking.

SECURITY: The design and construction of the cart shall prevent the ability to remove any panel or shelf from the outside to gain access to equipment stored inside the cart without first gaining access through a keyed lock.

OTHER FEATURES

CORD MANAGEMENT BIN: Feature a cord management bin that double as a modesty panel and is 4-1/2”D x 10”H and run the width of the cart. Carts installed with cabinets shall use the lower cabinet for cord management.

CABINET: Feature a lower cabinet that key locks for security. Two keys are included. The cabinet side and top panels have been perforated to ventilate equipment when in use and the back panel includes a set of mounting holes that accommodate a minimum 3-outlet electrical unit with options to upgrade. Cabinet interior is 32"W x 23-3/4"D x 15-7/8"H. Doors have 14"H clearance

Manufacturer brand and item no. apparently meeting specifications include Bretford ECILS model. For bidding purposes please bid Model No. ECILS1FF-BK and ECILS3-BK or District-approved equal.

CAETGORY F: LOW-VOLUME MONOCHROME PRINTERS

F-1: Low-volume Monochrome Printer

Type:	Monochrome Laser
Print Speed:	25 pages per minute
Delivery Speed:	Less than 10 seconds from standby mode
Resolution:	600 by 600 dot per inch (dpi)
Processor:	266 MHz
Memory:	8 MB
Durability Rating	
Recommended	
Monthly volume:	250 to 1,500 pages
Duty cycle:	Up to 5,000 pages per month
Paper Handling	
Input:	10 sheet input tray
Connectivity	
Interfaces:	(1) Hi-Speed USB 2.0 port, (1) WiFi 802.11b/g (Wireless e-print capable)
Operating Systems:	Support Microsoft and Apple operating systems
Network-ready:	Yes
Energy Star Rated	Yes
Extended warranty	**3 years**

NOTE: Each order must include the following items: Full toner cartridge, Printer documentation and manual, Software on CD-ROM, Power cord and either a 6 ft or 10 ft USB cable, or a 10 ft Cat 5 cable, whichever is necessary.

F-2: Low-volume Monochrome Toner cartridge

Toner must be a black print cartridge. The minimum approximate yield shall be 1,000 standard pages in accordance with ISO/IEC 19752 and include one (1) full sized yield cartridge per box. The cartridge shall be warranted to be free from defects in materials and workmanship during the warranty period and when used in its designated or authorized OEM printing device. Re-manufactured and non-manufacturer's original hardware cartridge is not acceptable. **For informational purposes only, please include the average cost per page for the toner: Cost per page: $ _____ / page**

For E-1 and E-2, please include supplemental specification sheets to provide supporting evidence of satisfying the minimum requirements as set forth herein.

SECTION II

E. BIDDER QUESTIONNAIRE

TO THE BIDDER:

The following questionnaire is a part of the complete bid and must be submitted as such. The information provided therein will be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. This questionnaire must be filled out accurately, completely and submitted with the bid. Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

1. **BIDDER'S FACILITY – Attach listing if more than one (1) location.**

   Name: _____

   Address: _____

   _____

   Telephone: _____

   Web Site: _____

2. **EXPERIENCE**

   Number of years experience in providing this type of product: _____**years.**

   Number of years in business: _____**years.**

3. **REFERENCES**

   List at least three (3) references of major clients for contracted product/service like those to be provided. Include firm's name, location, telephone and contact person.

   a. **Firm's Name:** _____

      Address: _____

      Contact Person: _____ **Telephone:** _____

      E-Mail Address: _____

   b. **Firm's Name:** _____

      Address: _____

      Contact Person: _____ **Telephone:** _____

      E-Mail Address: _____

   c. **Firm's Name:** _____

      Address: _____

      Contact Person: _____ **Telephone:** _____

      E-Mail Address: _____

4. **BIDDER QUALIFICATIONS**

Provide, **(include with bid)** sufficient information regarding your firm's qualifications to provide for the District's product/service needs. You may include supporting literature and attachments which the District may use to establish the responsibility and capacity of your firm to meet District requirements.

5. **SUBMITTAL/PROOF OF INSURANCE**

Provide (**include with bid)** evidence of insurance in compliance with insurance requirements indicated in the Technical Specifications (see Section II C, Item #8).

6. **SUBMITTAL OF MANUFACTURING PLANT LOCATIONS**

In accordance with the District's Sweat-Free Procurement Policy, Bidders must disclose the manufacturing plant locations for the items they bid. It is required whether or not the Bidder is a manufacturer. Provide (include with bid) the following information for each item bid and attach additional sheets if needed:

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

CATEGORY A: LIQUID CRYSTAL DISPLAY (LCD) PROJECTORS

Item No.	Product Category*	Manufacturer List Price	Percentage Rate of Discount**	Net Price	Manufacturer Brand and Part Number to be provided
1	Mobile Projectors****	$ _____	_____ %	$ _____	
	Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	
	Installation Services (Projector Mounting & etc)***			$ _____	
2	Classroom Projectors****	$ _____	_____ %	$ _____	_____
	Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	Estimated Annual Expenditure
	Installation Services (Projector Mounting & etc)***			$ _____	$540,000
3	Conference room Projectors****	$ _____	_____ %	$ _____	
	Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	
	Installation Services (Projector Mounting & etc)***			$ _____	
			Total cost for Category A	$ _____	

CATEGORY B: INTEGRATED PROJECTOR AND DOCUMENT CAMERA

Item No.	Product Category*	Manufacturer List Price	Percentage Rate of Discount**	Net Price	Manufacturer Brand and Part Number to be provided
1	Combo Unit bundle	$ _____	_____ %	$ _____	
	Projector	$ _____	_____ %	$ _____	
	Document Camera	$ _____	_____ %	$ _____	_____
	Projector Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	Estimated Annual Expenditure
					$400,000
			Total cost for Category B	$ _____	

* See Section II.D - Product Specification for further details

** Percentage discount will be applied to the list price only and will not be applied to service components

*** See Section II.C - Technical Specifications, Item No. 25 for further details regarding Installation Services

****Bidders must submit a consistent manufacturer brand per category, section or group

CATEGORY C: DIGITAL LIGHT PROCESSING (DLP) PROJECTORS

Item No.	Product Category*	Manufacturer List Price	Percentage Rate of Discount**	Net Price	Manufacturer Brand and Part Number to be provided
1	Mobile Projectors****	$ _____	_____ %	$ _____	
	Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	
	Installation Services (Projector Mounting & etc)***			$ _____	
2	Classroom Projectors****	$ _____	_____ %	$ _____	_____
	Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	Estimated Annual Expenditure
	Installation Services (Projector Mounting & etc)***			$ _____	$360,000
3	Conference room Projectors****	$ _____	_____ %	$ _____	
	Replacement Lamp	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	
	Installation Services (Projector Mounting & etc)***			$ _____	
			Total cost for Category A	$ _____	

* See Section II.D - Product Specification for further details

** Percentage discount will be applied to the list price only and will not be applied to service components

*** See Section II.C - Technical Specifications, Item No. 25 for further details regarding Installation Services

****Bidders must submit a consistent manufacturer brand per category, section or group

CATEGORY D: DOCUMENT CAMERAS

Item No.	Product Category*	Manufacturer List Price	Percentage Rate of Discount**	Net Price	Manufacturer Brand and Part Number to be provided
1	Visual Digital Presenter (A)	$ _____	_____ %	$ _____	
	Three (3) Year Extended Warranty*			$ _____	
2	Visual Digital Presenter (B)	$ _____	_____ %	$ _____	_____
	Three (3) Year Extended Warranty*			$ _____	
3	Visual Digital Presenter (C)	$ _____	_____ %	$ _____	Estimated Annual Expenditure
	Three (3) Year Extended Warranty*			$ _____	$400,000
			Total cost for Category C	$ _____	

CATEGORY E: AUDIO/VISIUAL (A/V) CARTS

Item No.	Product Category*	Manufacturer List Price	Percentage Rate of Discount**	Net Price	Manufacturer Brand and Part Number to be provided
1	Data Projector Cart Only****	$ _____	_____ %	$ _____	
	A/V Cart Assembly (Cart assembly only)***			$ _____	
2	Data Projector Cart with Cabinet Upgrade****	$ _____	_____ %	$ _____	_____
	A/V Cart Assembly (Cart assembly only)***			$ _____	Estimated Annual Expenditure
					$100,000
			Total cost for Category D	$ _____	

* See Section II.D - Product Specification for further details

** Percentage discount will be applied to the list price only and will not be applied to service components

*** See Section II.C - Technical Specifications, Item No. 25 for further details regarding Installation Services

****Bidders must submit a consistent manufacturer brand per category, section or group

CATEGORY F: LOW-VOLUME MONOCHROME PRINTERS

Item No.	Product Category*	Manufacturer List Price	Percentage Rate of Discount**	Net Price	Manufacturer Brand and Part Number to be provided
1	Low-Volume Monochrome Printer	$ _____	_____ %	$ _____	Select from list below
	Three (3) Year Extended Warranty*			$ _____	_____
					Hewlett Packard, Lexmark or Xerox
2	Low-Volume Monochrome Toner	$ _____	_____ %	$ _____	Estimated Annual Expenditure
					$100,000
			Total cost for Category E	$ _____	

CATEGORY G NON-SPECIFICALLY PRICED ITEMS***

Product Category	Percentage Discount
Non-specifically priced items	_____ %

CATEGORY H: TIME AND MATERIALS SECTION***

Time and Materials Rate - for services not specifically identified within bid***

Labor Rate $ _____ /hr

* See Section II.D - Product Specification for further details
** Percentage discount will be applied to the list price only and will not be applied to service components
*** Refer to Section II.C - Technical Specifications, Item No. 29 - Non Specifically Price Items and Item No. 31 Time and Materials Services for additional information. Pricing for category G and H will not be considered for basis of award determination.

SECTION IV
A. GENERAL BID CONDITIONS

1. AWARD OF CONTRACT

If an award is made pursuant to the bidding process, the Contract will be awarded according to the authority granted by the Board of Education of the Los Angeles Unified School District under California law (e.g., the Public Contract Code, Education Code, Government Code). Ordinarily, contracts are awarded to the lowest responsive and responsible bidder. However, certain statutes, (e.g., Education Code Sections 39645 and 39802) authorize award for certain contracts to other than the lowest responsive and responsible bidder, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with the fullest authority granted it under State law.

Moreover, certain contracts are designed to be awarded to the lowest or best bidder on specific items or parts. In such situations, this intention is delineated in the bidding documents. Bidders are cautioned and urged to pay specific attention to all terms and conditions in the bidding documents pertaining to such awards.

Bidders should retain a copy of their bid and all bidding documents. In the event of an award, the bid and all bidding documents will become the Contract Agreement. The only other document provided to the successful bidder will be a letter regarding the Notice of Acceptance of Bid and Award of Contract.

ORDERING PROCEDURES- The Contractor shall receive and accept any orders placed using either District approved purchase orders or by use of the P-Card. All items/services specified in this contract will be ordered by issuance of individual purchase orders or P-Card transactions throughout the life of this agreement. The Contractor shall not deliver any product to any District location without the prior issuance of an official "District Purchase Order" or "P-Card Transaction."

2. FORCE MAJEURE

The parties to the Contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party. Provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

Upon issuance of an award, the Contractor shall as part of subject Contract, establish lines of communication which shall require the Contractor and/or principal subcontractor to issue notices of strikes or other work stoppages within 24 hours of the occurrence of such events. Failure of the Contractor to notify the District timely shall entitle the District to pursue such remedies as are available under the provisions of the Contract.

The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

2. FORCE MAJEURE- continued

a. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;

b. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and

c. Contractor notifies the District in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

3. PUBLIC RECORDS ACT

Responses to this IFB shall be subject to the provisions of the California Public Records Act.

Those elements in each Bid which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Bidder to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the Bidder's bid and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

4. DISTRICT RIGHTS

The District may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional evidence of qualifications to perform the services described in the IFB. The District reserves the right to:

a. Reject any and all bids.
b. Issue subsequent IFB solicitations.
c. Cancel the entire IFB.
d. Remedy technical errors in the IFB process.
e. Appoint evaluation committees to evaluate bids.
f. Seek the assistance of outside technical experts in bid evaluation.
g. Approve or disapprove the use of particular subcontractors
h. Award a contract to one or more bidders.

5. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Bid, the Bidder shall become thoroughly familiarized with all bid and contract documents, and any addenda issued prior to the bid submission date. Such addenda shall form a part of the bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid acknowledges all addenda issued prior to the bid submission date.

6. EXAMINATION OF ACTUAL CONDITIONS

The Bidder should be satisfied by personal examination and by such other means as it may prefer as to the actual conditions and requirements under which the service must be performed/products provided. If upon inspection and examination by the Bidder that there are any existing conditions or requirements of the service which are not completely understood by the bidder, contact Contract Administration at the telephone number listed on the cover letter to request clarification.

Any prospective bidder wishing to visit District locations in connection with requirements of this bid must schedule such visits in advance with the Site Administrator. Please visit www.lausd.net for District locations and contact information.

7. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID

Bids submitted hereunder shall remain open, valid and subject to acceptance for a period of one hundred-twenty (120) days after the Bid Opening Date. Upon mutual agreement by the District and the Bidder, the one hundred-twenty (120) day period may be extended by an additional amount of time as mutually agreed upon. The District reserves the right to reject any and all bids.

The Bidder may withdraw its Bid at any time before the Bid Closing Date and Time. Such withdrawal shall not prevent Bidder from competing for future District requirements.

The successful Bidder will be notified by the District of an award of contract through the issuance of a "Notice of Acceptance of Bid and Award of Contract". No other contract documents shall be issued. The Bidder's signed bid as submitted and accepted by the District shall constitute the Agreement (subject to conditions set forth in the "Notice of Acceptance of Bid and Award of Contract").

8. INSPECTION OF BIDDER'S FACILITY

As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If representative(s) of the District determine after such inspection that the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). if a bidders is located out of town/state and/or products bid are manufactured out of town/state, the Bidder shall bear the transportation (both air and land) costs and accommodations of not more than three (3) District representatives, if an inspection of the facility is necessary, as determined by the District. NOTE: Should an approved facility be vacated by the Contractor, a re-inspection will be required under the same conditions for the new facility.

9. BIDDER'S PAST PERFORMANCE

A Bidder may be ruled "non-responsible" based upon Bidder's unacceptable past performance which may include but not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

10. BIDDER'S INFORMATION WITH BID

A completed "Bidder Questionnaire" shall be submitted as part of the bid package. The information provided therein will be used solely for evaluating the qualifications of the Bidder and their organization to carry out satisfactorily the terms of a contract. The questionnaire must be filled out accurately, completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

The information contained in the questionnaire will be considered confidential and made available only to employees of the Los Angeles Unified School District or Members of the Board of Education. Bidders desiring additional information concerning the questionnaire or any of the other documents comprising the Bid or Contract Specifications may contact the District representative indicated on the Cover Page.

The District reserves the right to evaluate the information provided on the questionnaire prior to award of any Contract(s) and if representatives of the District determine after such evaluation that the Bidder is not capable of proper and satisfactory performance (service) to the District, its Bid will not be considered further.

11. APPROVED BRAND(S)

Brands that have been previously approved by the District may be included in the Bid Specification Section as "Brands apparently conforming to specifications." Brands previously approved may not need any further evaluation. Bidder may bid on these brands provided that there have been no changes made in any way subsequent to the District's approval; including but not limited to:

a. Manufacturer make/model
b. Manufacturer/Distributor model (part) number
c. Material and/or Quality
d. Design construction

Note: Sample(s) and/or specification sheets of product may still be required for previously approved product brands that meet the above criteria upon District request.

12. BRAND(S) NOT PREVIOUSLY APPROVED

Bidder may bid on any alternate "equal" brand(s) that have not been previously approved by the District. If such items are bid, the Bidder must submit samples as indicated in this bid. However, an evaluation and testing period may be required to qualify any newly bid brand(s). The District reserves the right to exclude any brand(s) not previously approved by the District for bid award consideration if the evaluation and testing period required to qualify the newly bid brand(s) exceed ten (10) working days after receipt of samples from the Bidder. In such case, the evaluated brand(s) may not be accepted for this bid, but if deemed as an acceptable "equal" product brand, will be added to the District's qualified products list for future consideration.

13. SAMPLE REQUIREMENT

a. SAMPLES ARE REQUIRED ONLY UPON REQUEST BY THE DISTRICT

(1) Samples must be furnished within seven (7) working days upon request by the District Representative. Bidder not providing samples may be deemed "non-responsive".

(2) Samples may be required even though the Bidder has provided these items to the District in the past.

b. IDENTIFICATION OF SAMPLES

Each sample must be labeled/tagged and identified as follows:

Bidder's name, bid number, item brand and product code number, bid item number and District's commodity code (stock number)

c. SAMPLES SHALL BE RETAINED

Sample(s) from the successful Bidder will be retained by the District for **comparison with goods delivered** over the life of the contract. Any item shipped that is not equal to the **"accepted sample",** will be rejected, and must be replaced at the Contractor's expense within seven (7) working days.

d. MATERIAL SAFETY DATA SHEET (M.S.D.S.)

Must be submitted with samples, if required, and with all future deliveries.

e. RETURN OF SAMPLE(S)

If Bidder is not awarded a Contract, do the sample(s) need to be returned? Check below.

Yes_____ **No**_____

NOTE: Failure to submit sample(s) and/or Material Safety Data Sheet (MSDS) may be cause to deem the bid "non-responsive".

Submit Samples, Specifications, and MSDS to:

Los Angeles Unified School District
Contract Administration Branch
8525 Rex Road
Pico Rivera, CA 90660
Attention: Kent Huang

15. DEBARMENT AND SUSPENSION CERTIFICATION

Effective November 26, 2003, the Department of Education implemented 34 CRF Part 85 that applies to any procurement or subcontract expected to be worth $25,000 or more funded or authorized under Department of Education programs. To be eligible for an award under this bid, the Bidder must certify compliance by signing on Page 11 of Section II B – Specific Bid Conditions/Certifications. (See: Section II B, Item #11, Certification Regarding Debarment").

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SECTION IV
B. GENERAL CONTRACT CONDITIONS

1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

The District has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Contract, the Chief Procurement Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by the District. Nothing in the Contract shall be construed to bind the District for acts of its employees and Authorized Representatives that exceed the delegation of District specified herein.

2. DISTRICT'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

The District shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to the District's technical representative with an information copy to the District's D Officer as may be requested by the District or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED PROCUREMENT OFFICER.

3. INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent Contractor. The Contractor is not an agent of the District in the performance of the Contract, and shall maintain complete control over its employees and its subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any Contractual relationship between any subcontractor and the District. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

The District reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by the District, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately

4. SUBCONTRACTORS AND SUPPLIERS

a. Documentation And Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates in accordance with Section II C, Item #8 entitled "Insurance Requirements". Failure to submit subcontracts and certificates within the required time period will result in the subcontractor's not being permitted to perform Work on the Project.

4. SUBCONTRACTORS AND SUPPLIERS – continued

b. Performance Of Work

The Contractor shall:

(1) Be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, Suppliers and their employees; and

(2) Be responsible for coordinating the Work performed by subcontractors and Suppliers.

Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a subcontractor commits or omits any act that would constitute a breach of the Contract, the subcontractor shall be replaced and shall not again be employed under the Contract.

c. Acceptance of Substitution of Subcontractor

(1) The Contractor shall notify the District in writing of any proposal to substitute a subcontractor in place of a subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure the acceptance of the District. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.

(a) Name of Subcontractor

(b) Location and Phone Number of Place of Business

(c) Contact Person

(d) Subcontractor's License(s) number and expiration date (if applicable)

(e) Current District SBE Compliance Certification Status (if applicable)

(f) The portion of the Services that will be performed by each Subcontractor.

The District will promptly initiate a review of the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

(2) The District shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the District of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to the District, or because of a Subcontractor’s removal from the performance of the Work.

4. SUBCONTRACTORS AND SUPPLIERS--continued

c. Acceptance of Substitution of Subcontractor

(3) The Contractor shall not do any of the following without the prior written consent of the District:

(a) replace any previously accepted Subcontractor;

(b) permit any previously accepted Subcontract to be assigned or transferred; and/or

(4) The Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

d. Flow-Down Requirements

(1) The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:

(2) All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.

(3) By virtue of signing the subcontract, the following apply:

(a) The Subcontractor acknowledges and agrees that all Work being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the District.

(b) The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the District under its Contract.

(c) The Contractor and the Subcontractor agree that the District is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Contractor during the performance of the Work. Upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the District.

(d) The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the District and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the District to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the Subcontract and/or the Contractor's Contract with the District, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the District arising out of the Subcontract.

4. SUBCONTRACTORS AND SUPPLIERS -- continued

d. Flow-Down Requirements - continued

(e) This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the District. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

(f) No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to the District, in compliance with Section II C, Item #8 entitled "Insurance Requirements".

5. GOODS

a. The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or Purchase Order, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the District to accept or reject such alternative.

b. Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

6. STANDARDS OF PERFORMANCE

a. The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the District will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.

6. STANDARDS OF PERFORMANCE -- continued

b. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the District. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

7. UNAUTHORIZED ACTIONS

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by the District to be unauthorized. No extensions of time will be granted under the Contract or Purchase Order due to unauthorized actions.

No District employee or officer, except the Chief Procurement Officer, or designee, may authorize any Amendments to the Contract, issue a Purchase Order or make revisions to Purchase Orders.

8. CONTRACT TERMINATION

a. Termination for Convenience

(1) The District may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise) and,

(b) deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

(2) If the termination is for the convenience of the District, Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the Products/Services actually provided/performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination (if any).

(3) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

8. CONTRACT TERMINATION--continued

b. Termination for Default

(1) Issuance of Preliminary Notice of Termination for Default (Cure Notice).

If the District determines that the Contractor has failed to fulfill its contractual obligations hereunder, a Cure Notice will be sent to the Contractor and each known assignee, guarantor, or surety of the Contractor. The Contractor shall have 10 (ten) working days from receipt of the Cure Notice to cure its failure(s) to perform or make progress as set forth in the Notice. During the "cure" process, Contractor must sustain performance in all areas not affected by the cure notice. If the Contractor makes adequate progress within the cure period, the termination process will be discontinued. If the Contractor fails to perform in accordance with Contract requirements, or to make adequate progress, termination proceedings may be initiated.

(2) The District may, by written notice to the Contractor, terminate this Contract in whole, or in part, at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

(a) immediately discontinue all delivery/services affected (unless the notice directs otherwise),

(b) and deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process.

Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

(3) If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

(4) If, after the notice of termination for failure to fulfill Contract Obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in "Termination for Convenience".

8. CONTRACT TERMINATION--continued

b. Termination for Default --continued

(5) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided herein are in addition to any other rights and remedies provided by law or under this Contract.

Upon termination notification, the District has the right to order at the price, terms, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and require delivery service as specified. Purchase orders issued against the Contract may specify delivery dates beyond the effective date of the cancellation of this agreement, **not exceeding sixty (60) days.**

9. RIGHTS IN PROPERTY

a. Title

(1) All property purchased by the Contractor for the District, shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the contractor.

(2) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.

(3) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.

(4) The contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

b. The District property shall be used only for performing work on the contract or purchase order unless otherwise provided in the Contract or approved by the District's Director of Procurement Services.

10. CHANGES

a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or Purchase Order. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.

b. The District may at any time, and from time to time without invalidating the Contract or Purchase Order, make Changes in the Scope of Work. The District and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the District reserves the right to unilaterally direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or Purchase Order through the issuance of a Contract Amendment or Purchase Order Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or Purchase Order Revision, approved by the District, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.

c. If a Fixed Fee is a part of the compensation for the Contract or Purchase Order, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a Purchase Order with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or Purchase Order Revision issued hereunder may, but will not automatically; result in a Change to the Fixed Fee.

11. ASSIGNMENT

a. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or a Purchase Order (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District, which consent shall not be unreasonably withheld.

b. No rights under the Contract shall be asserted against the District, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the District as specified in this Article.

c. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the Contract or Purchase Order. All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Work, pursuant to the terms of the Contract. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Contractor to the District at least ten (10) days before payment is due.

12. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or Purchase Order shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or Purchase Order, which shall remain in full force and

12. SEVERABILITY -- continued

effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or Purchase Order.

13. GOVERNING LAW

This Contract between the District and the Contractor shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

14. PUBLIC RECORDS ACT

a. All records, documents, drawings, plans, specifications and other information relating to conduct of the District's business, including information submitted by the Contractor shall become the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

b. In the event of litigation concerning the disclosure of any information submitted by the parties, the District's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold the District harmless from all costs and expenses including attorneys' fees, in connection with any such action.

15. AGENT TO ACCEPT SERVICE

The Contractor shall maintain a duly authorized agent as identified in Section II A, Item #17 ("Name and Nature of Bidder's Legal Entity") to accept service of legal process on its behalf, and shall keep the District advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under Section II C, Item #11 entitled "Manufacturer's Warranty", whichever period terminates later. In the event that no such duly authorized agent is on file with the District, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

16. NO WAIVER

Failure of the District to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the District of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

16. NO WAIVER -- continued

Failure or delay by the District to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of the District to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

17. CONFIDENTIALITY

Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of the District and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the District. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authorization of the District.

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the District.

18. DISCRIMINATION

In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

19. VEHICLE SAFETY AND SECURITY

It shall be the responsibility of the Contractor to ascertain the District Branch or Office under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, and surrounding neighborhoods particularly when students and children are present, must be adhered to. The Contractor's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, will be furnished by the District Branch or Office supervising the service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

Considering that many of the District's schools are located in community neighborhoods, the Contractor shall have their drivers observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

19. VEHICLE SAFETY AND SECURITY -- continued

Any Contractor, whose business operation requires a DMV Biannual Inspection of Terminal (BIT), must do so under the terms of this contract. The Contractor shall immediately notify the District of any inspection failure.

20. HOLD HARMLESS CLAUSES

The Contractor shall hold harmless and indemnify the District and the Board of Education of the City of Los Angeles, its officers and employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.

b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

21. AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The

21. AUDIT AND INSPECTION OF RECORDS -- continued

Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the Contract is terminated in whole or in part until 3 years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its Subcontractors and Suppliers written agreements to the requirements of this Section and shall, upon the District's request, provide a copy of such agreements.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM

The Los Angeles Unified School District has established a policy to buy, wherever/whenever practical, environmentally preferable products to meet its needs and to foster market development for recycled products. The District recognizes that the availability of recycled products may be periodically limited. Therefore, the policy is intended to help develop the market for recycled products, and to increase District usage of environmentally preferable products, where and when economically feasible, as the market develops.

This policy covers all procurements, both of goods and services, to support the purchase of cost competitive recycled products, and products that contain recycled content of equal utility and function, where a stable supply chain exists to meet the demands of our schools, and if there is no additional cost to the District.

ENVIRONMENTAL PREFERENCE

a. The District may give a preference, all other factors being equal, for environmentally preferable products.

b. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.

c. The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content will be required to provide the amount of "post consumer content" and/or "pre-consumer recycled content" by weight percent for the goods and materials provided.

d. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM-cont.
ENVIRONMENTAL PREFERENCE – continued

The District shall retain the right to dispose of materials declared surplus in the manner most beneficial to the District, which may include establishing credits for the return of goods to the manufacturer/distributor/original vendor, or at public auction.

23. SWEAT-FREE PROCUREMENT POLICY

The Board of Education of the Los Angeles Unified School District has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, "child", "forced", "convict", and "indentured") labor. All sales/goods provided to the District by the contractor and/or their subcontractor shall be in compliance with the District's official policy regarding "sweat-free" procurements. The Contractor will certify that the products and services provided to the District are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.

For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.

The objective of this policy is specifically to discourage and prevent the use of any form of "exploitive labor" but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of "sweatshop labor".

The consequence for any violation by the contractor in adherence to the aforementioned laws and/or provisions may result in action being taken by the District against the contractor, which may include, but not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or debarment.

24. PRODUCT SAFETY COMPLIANCE

Contractor shall comply with applicable sections of ASTM 963.07 (e) 1 and shall guarantee that the products provided under this contract shall not contain harmful substances that exceed the levels permitted in California Proposition 65 (Title 22, California Code of Regulations, Section 12000). Contractor shall also comply with all applicable requirements of the Consumer Product Safety Commission.

SECTION V. SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation goal of 25 percent for all contracts and procurement activities". Bidders/ proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report.
Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities. Size standards may be viewed at:
http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html

B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

C. LAUSD advises potential bidders/proposers that the SBE participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.

D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

MONITORING/PENALTIES

Contract Administration will be responsible for monitoring the SBE program,

If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.

LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM
UTILIZATION REPORT

Bid No.: 2000000524

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at:
http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html

Firm Name_____Bid#_____

SBE STATUS (check one)

☐ **Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.**

☐ **Our firm utilizes SBE subcontractors. (List SBE firms utilized)**

_____

_____

_____

☐ **Our firm participates in a Federal agency small business utilization program. (Attach report)**

☐ **No SBE utilization.**

By signing below, bidders/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this contract.

Representative_____ **Title_____**

Date_____ **Telephone_____**